

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WHAM-O HOLDING, LTD. and
INTERSPORT CORP. d/b/a WHAM-O,

Plaintiffs,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No.: 20-cv-03761

Judge Manish S. Shah

FINAL JUDGMENT ORDER

This action having been commenced by WHAM-O HOLDING, LTD. and INTERSPORT CORP. d/b/a WHAM-O (“WHAM-O” or “Plaintiffs”) against the defendants identified in the attached First Amended Schedule A and using the Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and WHAM-O having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by WHAM-O, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

WHAM-O having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in the case through appropriate counsel of record, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Plaintiffs have presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiffs' Trademark, which is protected by U.S. Trademark Registration No. 739,307 (the "HULA HOOP Trademark").

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

IT IS HEREBY ORDERED that WHAM-O's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the HULA HOOP Trademark or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine

WHAM-O Product or not authorized by WHAM-O to be sold in connection with the HULA HOOP Trademark;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine WHAM-O Product or any other product produced by WHAM-O, that is not WHAM-O's or not produced under the authorization, control or supervision of WHAM-O and approved by WHAM-O for sale under the HULA HOOP Trademark;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of WHAM-O, or are sponsored by, approved by, or otherwise connected with WHAM-O;
- d. further infringing the HULA HOOP Trademark and damaging WHAM-O's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for WHAM-O, nor authorized by WHAM-O to be sold or offered for sale, and which bear any of the HULA HOOP Trademark or any reproductions, counterfeit copies or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
- g. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the HULA HOOP Trademark or any reproductions, counterfeit copies or colorable imitations thereof

that is not a genuine WHAM-O Product or not authorized by WHAM-O to be sold in connection with the HULA HOOP Trademark.

2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the HULA HOOP Trademark, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the HULA HOOP Trademark; and
 - c. take all steps necessary to prevent links to the Defendants identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), WHAM-O is awarded statutory damages from each of the Defaulting Defendants in the amount of seventy-five thousand dollars (\$75,000) for willful use of counterfeit HULA HOOP Trademark on products sold through at least the Defendant Internet Stores.
4. Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc. (“WISH”), PayPal, Inc. (“PayPal”), eBay, Inc. (“eBay”) and Alipay US, Inc. (“Alipay”), and Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”) shall,

within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets, until the award of statutory damages has been satisfied.

5. All monies currently restrained in Defaulting Defendants' financial accounts, up to the amount of statutory damages awarded above, including monies held by eBay, PayPal, WISH, Amazon, Alipay, and DHGate, are hereby released to WHAM-O as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Alipay, and DHGate is ordered to release to WHAM-O the amounts from Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, and DHGate accounts within ten (10) business days of receipt of this Order.
6. Until WHAM-O has recovered full payment of monies owed to it by any Defaulting Defendant, WHAM-O shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Alipay, and DHGate in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Alipay, and DHGate shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay, and DHGate accounts;
 - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, and DHGate accounts to WHAM-O as partial payment of the above-identified damages within ten (10) business days of receipt of this Order, up to the amount awarded.
 - d. Upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiffs HULA HOOP Trademark.
7. Until WHAM-O has recovered full payment of monies owed to it by any Defaulting Defendant, WHAM-O shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to WHAM-O as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

- d. Upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiffs' HULA HOOP Trademark.
8. In the event that WHAM-O identifies any additional online marketplace accounts, financial accounts owned by Defaulting Defendants, WHAM-O may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Todd Richards and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The bond posted by Plaintiffs in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiffs or Plaintiffs' counsel.

This is a Final Judgment. There is no just reason to delay entry of judgment against the Defaulting Defendants.

Dated: October 23, 2020



Manish S. Shah
United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	DEFENDANTS
1	Changzhou Beststar Tourist Products Co., Ltd.
2	Hangzhou Changyi Sporting Goods Co., Ltd.
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4	Hebei Kang Sheng Yuan Sports Goods Co., Ltd.
5	Nantong Jinruite Technology Development Co., Ltd.
6	Ningbo Winz Sports Goods Co., Ltd.
7	Shanghai Qida Trade Co., Ltd.
8	Shaoxing Jinlangte Sports Goods Co., Ltd.
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10	Suqian Feixiang Toy Co., Ltd.
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12	Yiwu Pincai Daily Necessities Co., Ltd.
13	Yiwu Saida Sports Products Factory
14	Yuyao Aggpo Electronic Technology Co., Ltd.
15	Zhejiang Liangxuan Trade Co., Ltd.
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19	5minutesforhome
20	acc2020
21	
22	aletterfroms
23	alwarysbeauty
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25	a-tristan
26	auhomeset
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29	awell-bo
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33	bigbang6604
34	bikitique
35	bilkin-30
36	
37	bobwang1102
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41	cetagle-2
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47	coolscooter
48	cp-happy life
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51	decforhome
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53	easycommuter
54	
55	electr_one
56	ellb4580
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60	fashionhome_9
61	feemo_no1
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63	fortune108
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65	gashinastore
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67	gesmartug
68	geyanboy_8
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70	gsa_kmallcom
71	gzlp09
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73	happy-buy-forever
74	happybuystore_6
75	happygotoshop
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78	hooyon
79	huainianguoqu14
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81	huijieltd
82	ieobgeegr
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85	jiurutrade
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88	justbuybuybuy17
89	jxtechbstore
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91	kikirobuy
92	lacn147
93	leo4trade
94	
95	liebe_777
96	
97	life-ocio
98	lpchenmj
99	luckystory668
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101	mallcareyou
102	mallfun
103	
104	mallservice
105	manhatmall
106	megawheels_online
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109	mrright0
110	mscooter2016
111	mscooter-top
112	myherois126
113	myleeshop
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115	neuhause3339
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118	nickplateau
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120	off-mart
121	
122	pendeln2017
123	pinkerpur52
124	
125	qifa_3
126	radima37
127	red_river7
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131	scapesajik
132	shuimohua
133	sihejumaoyi
134	smba_sbc
135	smileface01
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137	
138	szming07252
139	tangsi1688
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141	the_rolling_stones
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143	tj13cn
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146	top88apple
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148	ukings
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151	voltany
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155	wis09dog
156	xia9472
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159	yksheng02
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161	yunfuli8960
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190	NB999
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196	Shanghai Zhenhong trading Co., Ltd
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198	skytoan
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206	VICHAN E-CO
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216	ZYJ888
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222	3d Murals Photo Gallery
223	6Feeki
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225	Adam Macaulay
226	AGENI
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228	akasaw98
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230	Arierswing
231	AUIEADJUNYI
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234	avbojerbrwa
235	Baimuda
236	Banaidi
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238	Beautymall
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240	Bethany Home
241	biteri
242	BJFSSF
243	BJJIAJIN
244	BONBOON
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247	cfbgfd
248	CHANGFENGUS
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256	dghdgdgd
257	DLAPL
258	DODOLOOK US
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262	DUANGUOYAN
263	EODUDO-S
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267	Euoso
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269	FAN ST.
270	Fen Xia
271	ffzhushengmy
272	FTHK1
273	FYSHHDZSWB
274	Gangkai
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277	GESECRET
278	GHPBMZ
279	GIFTS zwr
280	Gijoki

281	GJ2019
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283	GouGoudamai
284	guohuikeji
285	guytcom
286	HAOLONGYI
287	Happy SP
288	henansuzhiledianzishangwuyouxiangongsi
289	hengzhenshipinshanghang
290	Hersheyy
291	
292	Higere
293	HLYPD
294	Home Medical health Official shop
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298	INOBLXR
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301	JingLiang Li-us
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304	JW Fashion
305	KaiYunKeJi
306	
307	KSDK
308	KT-Studio
309	KU LI
310	kuanus
311	langya store
312	laye
313	LDQ2019
314	Lee Sports
315	Let's go travel
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318	Life in the desert oasis world
319	LingBaBaihuo
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321	Linxian Tuban fengpingfuzhuangxiemaodian

322	LinXianHuiZhongBaiHuoDian
323	LI-PENG
324	liu qilei
325	LKHRS
326	LOPDJSEG
327	LTDD
328	luohushanghang
329	lXYcjJmyKvV
330	LY-GO
331	makoo
332	Master Deng
333	mengming us
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335	mksznaPxr
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337	MZ JCSWHGMYXGS
338	Nalong Electronics Co., Ltd.
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340	nice day
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344	PAOxiao
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346	Portos Max
347	PRE-LIFE
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349	qiaolushangmao
350	QIJINGYIHUA
351	qinguo123
352	QSPMGSE
353	QUAN--YOU
354	Redpol
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359	sfafdsfdsf
360	Shakam global
361	ShanlinBaihuo
362	shanxijingbojuekejiyouxiangongsi

363	shengdecheng
364	SHERRY-SHOP
365	Shuaihan
366	Simonseason
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370	snowvirtuos
371	Song Yao
372	SOTTYH
373	SPBNrDuRjFn
374	squellcheng
375	Sunny-house
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382	US-CZ-XING
383	uson
384	Uuna Store
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389	vivioi
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391	WeiLiAA
392	Winfred Maurice
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394	WU-LERY
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396	XiAnShi BeiLinQu LingKongBaiHuoShangMaoDian
397	xianshiyantaquzhaohuanbaihuobianlidian
398	xiaogao shop
399	XIAOL-DNXC
400	XingHua Tongmuju Electronic Commerce Co., Ltd,
401	XUNMAiF
402	XY Direct
403	YAOYAO--BIAN

404	YibaiyiBaihuodian
405	yidadian
406	YongJiangJiaJuHang
407	Yongqinghui
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411	YQCOM
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413	YUANJIAN
414	YunFine INC
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416	Yvm11
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419	Zhang weiwei BU
420	zhangxiaojing
421	zhao456
422	ZhiSong
423	ZHYL
424	Zqasales Direct
425	ZSMING XIONGQI
426	404_NTFound Store
427	5Billion-Fitness Store
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430	Actively & outdoor Store
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435	Aimigo & Exercise Store
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438	Athletics Outdoor Store
439	Baby DD Store
440	BC Music Store
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442	Brilliant Outdoor Store
443	
444	Calla Outdoorsports Store

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448	Devil's Daily Parity Store
449	DiDiBaby Store
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452	Eileen Zhang Store
453	Energetic Store
454	Enjoying Your Sporting Life Store
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457	Exercise together Store
458	EZ Housework Store
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460	Fashional Clothes dropshipping Store
461	Fiddlesticks Store
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463	Fishing Day Store
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465	Fitness Younger Store
466	Fizz Store
467	Forever- younger Store
468	Future Outdoor Store
469	Fuuny Outdoor Cycling Store
470	Gangplank Store
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473	Going Sporting Store
474	good luck 666 Store
475	Go-Outing Store
476	Guiseapue Store
477	Guitar bag Store
478	Hangzhou Suoyin Import & Export Co., Ltd.
479	
480	He Zong Outdoor Store
481	
482	HJ Life has you Store
483	HomeBeOfficial Store
484	Huaswin Store
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486	Irelia Store
487	Jamescastle Store
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490	Keep-Running Store
491	let'skeeping Store
492	Litei96 Store
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494	LT Outdoor Suppliers Store
495	Mi Smart- Store
496	My New Bag Store
497	Nantong Bodyplus Trading Co., Ltd.
498	Nice-30-Days Store
499	Ningbo Wonderful Plastic Industry And Trade Co., Ltd.
500	NOEBY OnlyOne Store
501	OHDREAM Rise Outdoor Fitness Store
502	OUO Fitness Store
503	Outdoor Adventure World Store
504	Outdoor Assistant Store
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506	Outdoor Factory Drop Shipping Wholesaler Keep Moving Store
507	Outdoor Fitness & Cycling Store
508	Outdoor Goods Store
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510	Outdoor Hobby Store
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513	Outdoor Wholesaler Drop Ship Towards Victory Store
514	
515	Outdoor-Sport Store
516	Pro Hiker Store
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518	QILILANG Store
519	Relax oneself Store
520	Rujia Bike Store
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522	Shop1742026 Store
523	Shop3901062 Store
524	Shop4679017 Store
525	Shop4800046 Store
526	Shop4998130 Store

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530	Shop5623092 Store
531	Shop5623186 Store
532	Shop5628321 Store
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534	Shop5789161 Store
535	Shop801868 Store
536	Shop900058002 Store
537	Sikiwind Outdoor Store
538	Sikiwind Outdoor Store Store
539	Sion Store
540	Smart-home-Xiaomi Store
541	Splendiferous Go To Go Store
542	Sportsdiary Store
543	Sportworld Store
544	
545	Suamo955 Store
546	
547	superCassiopeia Store
548	superChoGath Store
549	Tools Heaven Store
550	Vicki Purdy Store
551	VIVIESTA SPORT Official Store
552	Wayfaring Outdoor Area Store
553	WEIHUA Movement supplies Store
554	Wholesaler Keep Moving Store
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556	Wuxi Stoter Import And Export Company Ltd.
557	Yongkang Taqing Trade Co., Ltd.
558	Youchuang Co.,Ltd
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564	all_sport
565	Babysupplies
566	Bestjerseys2020
567	cfigs

568	Dadoudou
569	Dayao05
570	easy_deal_tech
571	enjoyweekend
572	Funibaoluo
573	
574	
575	hlq1027
576	homeworld
577	hopestar168
578	Isearching
579	Jooyoo
580	jurassicstore
581	justokay
582	
583	leviis
584	Liangliang5
585	
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587	Loverbeauty
588	mandystores
589	mouney